

XII. Other Provisions

- A. **Quiet Possession:** Phonoscope agrees that the District shall quietly possess the Applicable Fiber subject to and in accordance with the provisions hereof so long as the District is not in default hereunder.
- B. **No Waiver:** No failure by either party to enforce any term or provision hereof shall be deemed a waiver of such term or provision. No waiver by either party hereto of any provision hereof shall be deemed a waiver of any other term or provision or the same term or provision in a different instance.
- C. **Civil Rights Act and Minority and Women Business Enterprise Compliance:** Phonoscope must be in compliance; as evidenced by an affidavit, with the requirements of the Title VII of the Civil Rights Act of 1964, as amended March 24, 1972, and the Rules and Regulations of the Equal Employment Opportunity Commission issued pursuant thereto. An affidavit to that effect was signed by Phonoscope at the time of submission of proposals to the District. It is understood that this affidavit is not an admission by any party that it has been in violation of Title VII of the Civil Rights Act of 1964, as amended. Phonoscope shall submit the appropriate M/WBE documents in accordance with instructions in the booklet "SPECIFIC CONDITIONS FOR MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION" As provided by the District.
- D. **Equal Employment Opportunity:** Phonoscope shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. Phonoscope shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- E. **Minimum Wage:** Phonoscope shall comply with federal minimum wage laws.

- F. **Mechanic's and Materialmen's Liens.** Phonoscope shall not create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Applicable Fiber or any portion thereof. Phonoscope shall promptly cause any such liens which have arisen by reason of any work or materials claimed to have been provided to or undertaken by or through Phonoscope to be released by payment, bonding or otherwise within thirty (30) days after request by the District.
- G. **Force Majeure:** If the performance by either party of any part of this Agreement is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, storm, ice, wind, riot, fire, earthquake, power failure, strike, explosion, rationing, shortage or unavailability of parts or supplies, war or any other reasonable cause beyond the control of the party whose performance is thereby prevented, hindered or delayed ("force majeure"), both parties shall be excused from such performance to the extent, but only to the extent, that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any of such events, the party whose performance is prevented, hindered or delayed shall give prompt notice to the other party, updating such notice at regular intervals regarding such event and the effect thereof, and use reasonable efforts to continue performance notwithstanding such cause. Financial inability to perform shall never be deemed force majeure unless it is caused by a moratorium on banking operations.
- H. **Utility Locates:** It is Phonoscope's responsibility, at Phonoscope's cost and expenses, to initiate locate procedures in accordance with H.B. 2295 (i.e. gas, water, phones, electrical, sewer, drainage) prior to the Commencement Date. After the Commencement Date, it shall be the District's sole responsibilities to initiate locate procedures for only the portion of the DWAFON located on the District's premises/ sites.
- I. **Confidentiality:** The parties acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other party. The parties agree to hold any such information identified by either party hereto as confidential in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose any such information to third parties or to use such information for any purpose other than the performance of this Agreement, nor permit their agents, servants or employees to do so. Phonoscope acknowledges and understands

that the District is subject to the Texas Public Information Act and that certain information about Phonoscope may be subject to public disclosure.

- J. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- K. **Entire Agreement and Amendments:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Each party warrants to the other that there is no other agreement relating to the subject matter hereof. No modification of this Agreement may be made except in writing signed by both parties.
- L. **Notice:** All notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) the third Business Day (meaning dates when banks in Harris County, Texas are generally open for business) after the same shall have been mailed by United States registered or certified mail, return receipt requested, adequate postage prepaid, addressed as follows:

If to the District:

Houston Independent School District
3830 Richmond Avenue
Houston, Texas 77027
Attn: Kaye Stripling, Superintendent of Schools

Cc: Bill Edwards, Asst. Supt., Technology and Information Systems

If to Phonoscope:

Phonoscope, Ltd.
6105 Westline Drive
Houston, Texas 77036
Attn: Rhonda Druke

Notice given by any other method (including facsimile, electronic mail, etc.) shall be effective when actually received. Either party may change its address for notice by notice to the other party in the manner herein set forth.

parties agree that such courts shall be the sole and exclusive courts for the filing of any action related to this Agreement.

- S. **Authority:** The parties signing below represent that they have the authority to bind the parties they represent.

**Addendum #1 to the
Fiber Optic Network Lease Agreement**

Service Order 3, Change Order #2

This Service Order 3, Change Order #2 shall become a part of the Addendum #1 to the Fiber Optic Network Lease Agreement ("Agreement") entered into on or about August 14, 2003, by and between Phonoscope, Ltd., Phonoscope Education Network, Inc. ("Phonoscope") and Houston Independent School District ("the District");

Phonoscope and the District have mutually agreed to make the following changes:

Paragraph A. Service Type should read:

A. Service Type

The District requests twelve (12) 3 Gbe Ethernet connections each with a dedicated, high capacity, full duplex channel with a line speed of 3 Gbe data using 802.3x signaling and 802.3p/q VLAN and QoS configuration. Phonoscope shall provision, manage, and maintain over Phonoscope's dedicated Gigabit Ethernet Private Network, which is defined as Phonoscope's unswitched, private facilities-based metropolitan area fiber optic IP network located in the greater Houston area, over which Phonoscope shall provide the District with leased Wide Area Network Services ("Services") linking the District's twelve (12) sites, described in this Service Order, in a fault tolerant ring topology.

Paragraph C. Recurring Annual Cost should read:

B. Recurring Annual Cost

In consideration for the Services provided, the District shall pay a Service fee of Two Hundred Forty Thousand Three Hundred Twelve Dollars (\$240,312.00) on an annual basis as described in the attached Service Order 3, Change Order 2, Table A.1 Revised.

Paragraph K. Non-recurring Construction Fee should read:

K. Non-recurring Construction Fee

In consideration for Phonoscope constructing the District's additional site, the District agrees to pay the sum of Ten Thousand Dollars (\$10,000.00) as described in the attached Service Order 3, Change Order 2, Table A.1 Revised.

Phonoscope will relocate seventeen (17) one (1) Gig Managed Ethernet Circuits from Hattie Mae White, located at 3830 Richmond Avenue to Lamar High School, located at 3325 Westheimer Rd. for a total Relocation Cost of Forty-Five Thousand Four Hundred Twenty Dollars (\$45,420.00) as described in the attached Service Order 3 Change Order 2, Table A.1, Revised.

Except as expressly outlined herein, in no way do the terms and conditions of this Change Order #2 affect or alter the terms and conditions of the Agreement referenced above.

IN WITNESS WHEREOF, Phonoscope and the District have executed this Change Order #1 as evidenced below:

PHONOSCOPE, LTD.

By: Phonoscope Management, L.C., its
General Partner

2-17-05

(Date signed)

By: Rhonda
Rhonda Druke,
Manager

PHONOSCOPE EDUCATION NETWORK, INC.

By: Rhonda

Rhonda Druke
President

HOUSTON INDEPENDENT SCHOOL DISTRICT

Dianne Johnson 2/3/05
Dianne Johnson Date
President, Board of Education

Arthur M. Gaines, Jr. 2-3-05
Arthur M. Gaines, Jr. Date
Secretary, Board of Education

Abelardo Saavedra 2/25/05
Dr. Abelardo Saavedra Date
Superintendent of Schools

2-1-05

(Date signed)

APPROVED AS TO FORM ONLY:

Elneta Hutchins-Taylor 2-1-05
Elneta Hutchins-Taylor Date
HISD General Counsel

APPROVED AS TO FUNDING AND BUSINESS TERMS:

Melinda Garrett 2/14/05
Melinda Garrett Date
Chief Financial Officer

R.21

Service Order 3, Change Order 2

Table A.1, Revised

FRN 1324875

FRN 1324877

Hub Site Name	Site Address	Total Construction Cost	Annual
			Management
			Service Fee*
1. Lamar High School	3325 Westheimer	\$45,420.00	\$20,026.00
2. Westbury High School	11911 Chimney Rock	\$0.00	\$20,026.00
3. Lee High School	6529 Beverly Hill	\$0.00	\$20,026.00
4. New Administration Bldg	2000 Mangum	\$10,000.00	\$20,026.00
5. Waltrip High School	1900 W. 34th St	\$0.00	\$20,026.00
6. Sam Houston High School	9400 Irvington	\$0.00	\$20,026.00
7. Davis High School	1101 Quitman	\$0.00	\$20,026.00
8. Wheatley High School	4900 Market St	\$0.00	\$20,026.00
9. Austin High School	1700 Dumble	\$0.00	\$20,026.00
10. Milby High School	1601 Broadway	\$0.00	\$20,026.00
11. DeBakey High School	3100 Shenandoah	\$0.00	\$20,026.00
12. Worthing High School	9815 Scott St	\$0.00	\$20,026.00
		Totals:	\$55,420.00
			\$240,312.00

- This annual management service fee includes three Gigs of bandwidth for the HISD ring utilizing three pair of fibers.

**Addendum #1 to the
Fiber Optic Network Lease Agreement**

Service Order 4, Change Order 2

WHEREAS, The District has previously awarded to Phonoscope the Request for Proposal, Project Number 00-11-6 for a District Wide Area Network Fiber Optic Network and the parties entered into a certain Fiber Optic Network Lease Agreement ("Agreement") and Statement of Work ("Statement of Work") on or about February 4, 2002

Phonoscope and the District have mutually agreed to make the following changes to Addendum #1 to the Fiber Optic Network Lease Agreement, Service Order 4, signed on or about August 25, 2003:

Paragraph A. Service Type should read:

A. Service Type

The District requests eighty-two (82) 1 Gbe Ethernet connections each with a dedicated, high capacity, full duplex channel with a line speed of 1Gbe data using 802.3x signaling and 802.3p/q VLAN and QoS configuration. Phonoscope shall provision, manage, and maintain over Phonoscope's dedicated Gigabit Ethernet Private Network which is defined as Phonoscope's unswitched, private facilities-based metropolitan area fiber optic IP network located in the greater Houston area over which Phonoscope shall provide the District with leased Wide Area Network Services ("Services") linking the eighty-two (82) sites, in a star topology terminated at a designated hub site, as described in Service Order 4 Change Order 2, Table A.1, Revised. Eighth Avenue School was removed due to school closing in 2004.

Paragraph C. Recurring Annual Cost should read:

C. Recurring Annual Cost

In consideration for the Services provided, The District shall pay a Service fee of One Hundred Forty-One Thousand Four Hundred Eighty-Four Dollars and Forty-Four Cents (\$141,484.44) on an annual basis as described in Service Order 4 Change Order 2, Table A.1., Revised

R.23

Paragraph E. Non-recurring Construction Fee should read:

E. Non-recurring Construction Fee

In consideration for Phonoscope constructing the District's additional sites, the District agrees to pay Four Million Seven Hundred Four Thousand Nine Hundred Sixty-Four Dollars and Twenty-Four Cents (\$4,704,964.24) Construction Fee. This amount shall be payable by the District, as described in Service Order 4, Change Order 2, Table A.1, Revised.

All provisions of the Agreement and Service Order 4 not amended by this Change Order 2 shall remain in full force and effect.

IN WITNESS WHEREOF, Phonoscope and the District have executed this Change Order #1 as evidenced below:

PHONOSCOPE, LTD.

By: Phonoscope Management, L.C., its
General Partner

2-17-05
(Date signed)

By: Rhonda
Rhonda Druke,
Manager

PHONOSCOPE EDUCATION NETWORK, INC.

By: Rhonda
Rhonda Druke
President

HOUSTON INDEPENDENT SCHOOL DISTRICT

Dianne Johnson 2/3/05
Dianne Johnson Date
President, Board of Education

2/3/05
(Date signed)

2-3-05
(Date signed)

Arthur M. Gaines, Jr. 2-3-05
Arthur M. Gaines, Jr. Date
Secretary, Board of Education

2-18-05
(Date signed)

Abelardo Saavedra 2/22/05
Abelardo Saavedra Date
Superintendent of Schools

2-1-05
(Date signed)

APPROVED AS TO FORM ONLY:

Elineita Hutchins-Taylor 2-1-05
Elineita Hutchins-Taylor Date
HISD General Counsel

APPROVED AS TO FUNDING AND BUSINESS TERMS:

Melinda Garrett 2/1/05
Melinda Garrett Date
Chief Financial Officer

R:25

Service Order 4, Change Order 2

Table A.1, Revised

School Site Name	Hub Site Name	Site Address	Total Construction Cost	E-Rate 2002-2003 (first year)	E-Rate 2003-2004 (second year)	E-Rate 2004-2005 (third year)	Service Fee	Estimated Completion Date
1. Marshall JR	DHS	1115 Noble	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
2. Kehrsen Elem.	DHS	600 Quintan	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
3. Brock Elem.	DHS	1417 Houston Ave	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
4. Travis Elem.	DHS	3311 Beauchamp	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
5. Martinez, C. Elem.	DHS	901 Hays	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
6. Hogg JR	DHS	1100 Merrill	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
7. Multilingual	DHS	800 Silver St	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
8. Harper Alternative	DHS	3200 Center	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
9. Bond Office	DHS	1100 Roy Ave.	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
10. Memorial Elem.	DHS	6401 Arnot	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
11. Field Elem.	DHS	703 E. 17th	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
12. Reagan HS	DHS	413 E. 13th	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
13. Love Elem.	DHS	1120 E. 13th	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
14. Hamilton JR	DHS	139 E. 20th	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
15. Helms Elem.	DHS	503 W. 21st	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
16. Harvard Elem.	DHS	810 Harvard	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
17. Library Services	DHS	5216 Feagan	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
18. Law Enforcement and Criminal Justice	DHS	4701 Dickson	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
19. Crockett Elem.	DHS	2112 Crockett	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
20. Looscan Elem.	DHS	3800 Robertson	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
21. Ryan Elem.	DHS	4601 Hardy	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD

R.26
 Initials:
 Phonoscope _____
 District _____

School Site Name	Hud Site Name	Site Address	Total Construction Cost	E-Rate 2002-2003 (first year)	E-Rate 2003-2004 (second year)	E-Rate 2004-2005 (third year)	Service Fee	Estimated Completion Date
22. Jefferson Elem.	DHS	1000 Sherman	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
23. Sherman Elem.	DHS	1909 McKee	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
24. Browning Elem.	DHS	607 Northwood	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
25. Stevenson Elem.	DHS	5410 Cornish	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
26. Burns Elem.	DHS	701 E. 33rd	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
High School for Performing and Visual Arts	LMHS	4001 Stanford	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
28. MacGregor Elem.	LMHS	4801 LaBranch	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
29. Lanier JR	LMHS	2600 Woodhead	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
30. Lamar HS	LMHS	3325 Westheimer	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
31. Pershing JR	LMHS	7000 Bratz Boulevard	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
32. Mark Twain Elem.	LMHS	3801 Underwood	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
33. Rice School	LMHS	7550 Sesas	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
34. Roberts Elem.	LMHS	6000 Greenbriar	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
35. River Oaks Elem.	LMHS	2008 Kirby	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
36. Wilson Elem.	LMHS	2100 Yupon	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
37. Wharton Elem.	LMHS	900 West Gray	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
Gregory-Lincoln Education Center	LMHS	1101 Taft	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
39. Contemporary Learning Center	LMHS	1906 Cleburne	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
40. Longfellow Elem.	LMHS	3614 Murworth	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
41. West University	LMHS	3756 University	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
42. Poe Elem.	LMHS	5100 Hazard	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
43. Jones, J.W. Elem.	LMHS	1810 Stuart	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
44. Anderson Elem.	WBHS	5727 Lndington	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
45. Parker Elem.	WBHS	10626 Arwell	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
46. Johnston JR	WBHS	10410 Manhattan	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD

Initials:
Phonoscope _____
District _____

School Site Name	Hub Site Name	Site Address	Total Construction Cost	E-Rate 2003 (first year)	E-Rate 2004 (second year)	E-Rate 2003-2005 (third year)	E-Rate 2004-2005 (third year)	Service Fee	Estimated Completion Date
47. Bellaire HS	WBHS	5100 Maple	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
48. Condit Elem.	WBHS	7000 S. Third	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
49. Sylvan Rodriguez Elem.	WBHS	5858 Chimney Rock Rd	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
50. Cunningham Elem.	WBHS	5100 Gulfton	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
51. Pin Oak Middle	WBHS	4601 Glenmont Dr	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
52. Gordon Elem.	WBHS	6300 Avenue B	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
53. Lovett Elem.	WBHS	8814 South Rice	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
54. Argyle Elem.	WBHS	12525 Fondren	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
55. Eleanor Tinsley Elem.	WBHS	11035 Bob White Dr	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
56. Halpin Childhood Center	WBHS	10901 Sandpiper	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
57. Erod Elem.	WBHS	6230 Dunfries	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
58. Fondren JR	WBHS	6333 South Braeswood	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
59. Sharpstown High School	WBHS	7504 Bissonnet	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
60. McNamara Elem.	WBHS	8714 McAvoy	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
61. Foerster Elem.	WBHS	14240 Fenn Meadow	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
62. Milne Elem.	WBHS	7890 Portal	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
63. Valley West Elem.	WBHS	10707 South Gessner	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
64. Welch, Louie JR	WBHS	11544 South Gessner	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
65. Horn Elem.	WBHS	4535 Pine	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
66. Fondren Elem.	WBHS	12405 Carlbad	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
67. Bell Elem.	WBHS	12323 Shaftsbury Dr	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
68. Braeburn Elem.	WBHS	7707 Rampart	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
69. Herod Elem.	WBHS	5627 Jason	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
70. Red Elem.	WBHS	4520 Tonawanda	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
71. Shearn Elem.	WBHS	9802 Stella Link	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD

Initials:
PhoneScope _____
District _____

School Site Name	Hub Site Name	Site Address	Total Construction Cost	E-Rate 2002-2003 (first year)	E-Rate 2003-2004 (second year)	E-Rate 2004-2005 (third year)	E-Rate 2004-2005 (third year)	Service Fee	Estimated Completion Date
72. Benavidez Elem.	LHS	6262 Gulfton	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
73. Emerson Elem.	LHS	9533 Skyline	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
74. Westside High School	LHS	14201 Briar Forest	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
75. ShadowBriar Elem.	LHS	2650 Shadowbriar	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
76. Rogers, TH JR	LHS	5840 San Felipe	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
77. Grady JR	LHS	5215 San Felipe	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
78. West Briar Middle School	LHS	13733 Brimburst Dr	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
79. Bush Elem.	LHS	13800 Westerloch	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
80. Long JR	LHS	6501 Bellaire Blvd	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
81. Sutton Elem.	LHS	7402 Albatore	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
82. White Elem.	LHS	9001 Triola	\$56,914.89	\$18,971.63	\$18,971.63	\$18,971.63	\$18,971.63	\$1,725.42	TBD
			\$4,667,020.98	\$1,555,673.66	\$1,555,673.66	\$1,555,673.66	\$1,555,673.66	\$141,484.44	FRN 132-4872
Total Construction Cost:				\$4,704,964.24*					
Service Fee:				\$141,484.44					
Total Number of Sites:				82					

*Total Construction Cost includes the first and second year amortization of Eighth Ave. School.

Initials:
Phonoscope
District

**Addendum #1 to the
Fiber Optic Network Lease Agreement**

Service Order 5, Change Order 1

WHEREAS, The District has previously awarded to Phonoscope the Request for Proposal, Project Number 00-11-6 for a District Wide Area Network Fiber Optic Network and the parties entered into a certain Fiber Optic Network Lease Agreement ("Agreement") and Statement of Work ("Statement of Work") on or about February 4, 2002;

Phonoscope and the District have mutually agreed to make the following changes in Addendum #1 to the Fiber Optic Network Lease Agreement, Service Order 5, signed on or about August 25, 2003:

Paragraph A. Service Type should read:

The District requests one hundred forty-three (143) 1 Gbe Ethernet connections each with a dedicated, high capacity, full duplex channel with a line speed of 1Gbe data using 802.3x signaling and 802.3p/q VLAN and QoS configuration. Phonoscope shall provision, manage, and maintain over Phonoscope's dedicated Gigabit Ethernet Private Network which is defined as Phonoscope's unswitched, private facilities-based metropolitan area fiber optic IP network located in the greater Houston area over which Phonoscope shall provide the District with leased Wide Area Network Services ("Services") linking the one hundred forty-three (143) sites, described in this Service Order, in a star topology terminated at a designated hub site, as described in Service Order 5 Change Order 1, Table A.3. Holden Elementary has been replaced by Alternative District Office.

All provisions of the Agreement and Service Order 5 not amended by this Change Order 1 shall remain in full force and effect.

IN WITNESS WHEREOF, Phonoscope and the District have executed this Change Order #1 as evidenced below:

PHONOSCOPE, LTD.

By: Phonoscope Management, L.C., its
General Partner

2-17-05
(Date signed)

By: Rhonda
Rhonda Druke,
Manager

PHONOSCOPE EDUCATION NETWORK, INC.

2-17-05
(Date signed)

By: Rhonda
Rhonda Druke
President

HOUSTON INDEPENDENT SCHOOL DISTRICT

2/3/05
(Date signed)

Dianne Johnson 2/3/05
Dianne Johnson Date

President, Board of Education

2-3-05
(Date signed)

Arthur M. Gaines, Jr. 2-3-05
Arthur M. Gaines, Jr. Date

Secretary, Board of Education

2-18-05
(Date signed)

Abelardo Saavedra 2/22/05
Abelardo Saavedra Date

Superintendent of Schools

2-1-05
(Date signed)

APPROVED AS TO FORM ONLY:

Elineita Hutchins-Taylor 2-1-05
Elineita Hutchins-Taylor Date
HISD General Counsel

APPROVED AS TO FUNDING AND BUSINESS TERMS:

Melinda Garrett 2/1/05
Melinda Garrett Date
Chief Financial Officer

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Service Order 5, Table A.3
Change Order 1

School Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization SLD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
1. Bristoe Elem	Austin	321 Forest Hill	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
2. Burnet Elem	Austin	5403 Canal	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
3. Cage Elem	Austin	4528 Leeland	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
4. Decatur Elem	Austin	7521 Avenue H	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
5. Dodson Elem	Austin	1808 Sangsom	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
6. Edison JR	Austin	6901 Avenue I	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
7. Franklin Elem	Austin	7101 Canal	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
8. Gallegos Elem	Austin	7415 Harrisburg	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
9. Jackson JR	Austin	5100 Polk	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
10. Jones, A. Elementary	Austin	2311 Canal	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
11. Lantrip Elem	Austin	109 Telephone Rd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
12. Rust Elem	Austin	2805 Garrott	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
13. Tlicina Elem	Austin	6501 Sherman	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
14. Blackshear Elm	Debakey	2900 Holman	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
15. Brookline Elm	Debakey	6301 South Loop East	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
16. Cullen JR	Debakey	6900 Scott St	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
17. Foster Elm	Debakey	3919 Ward	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
18. Golfcrest Elm	Debakey	7414 Fairway	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
19. Jones HS	Debakey	7414 St Lo	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
20. Kennedy Elm	Debakey	306 Crosstimbers	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
21. Lockhart Elem MacArthur	Debakey	3501 Sunlinnec Blvd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
22. MacArthur Elm	Debakey	5909 England	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD

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School/Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization SLD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
Middle College for Technology Careers (MCTC)			\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
23. DeBakey	3100 Cleburne		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
24. Peck Elem	5130 Arville		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
25. Ryan JR	2610 Elgin		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
26. Seguin ES	5905 Walltrip		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
27. Thompso	3510 Tanya		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
28. Turner Elem	3200 Reseda		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
29. Whidby Elem	7625 Springhill		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
30. Yates HS	3703 Samson		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
31. Ashford Elem	Lee Valley		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
32. Askew, Jewel Elem	11200 Wood Lodge		\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
33. Bonham Elem	Lee	8302 Bruce River	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
34. Briargrove Elem.	Lee	6145 San Felipe	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
35. Neff Elem	Lee	8200 Carvel Forest	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
36. Pilgrim Elem.	Lee	3315 Barrington	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
37. Piney Point Elem	Lee	8921 Peggwood	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
38. Revere JR	Lee	10502 Briar Forest	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
39. Sharptown JR	Lee	8340 Trilia	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
40. Sandis Point ES	Lee	10350 West Office Dr.	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
41. Sugar Grove Elem	Lee	8405 Bonhamne	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
42. Walnut Bend Elem	Lee	10620 Briar Forest	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
43. Bonita Elem	Milby	8100 El Rod	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD
44. Chavez HS	Milby	8501 Howard	\$53,768.75	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$14,876.02	\$2,046.90	\$1,725.42	TBD

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School Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization HISD SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization HISD	Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
45. Cornelius Elem	Milby	7475 Westover	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
46. Crespo Elem	Milby	7500 Office City Dr	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
47. Davila Elem	Milby	7610 Dahlia	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
48. Deady JH	Milby	2500 Broadway	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
49. Eliza	Garden Villas Milby	7185 Santa Fe	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
50. Gregg Elem	Milby	6701 Roxbury	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
51. Eliza	Harris, J.R.	801 Broadway	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
52. Hartman JR	Milby	7111 Westover	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
53. Lewis Elem	Milby	7649 Rockhill	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
54. Eliza	Park Place	8235 Park Place	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
55. Patterson Elem	Milby	5302 Allendale	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
56. Rucker Elem	Milby	5201 Vineet	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
57. Sanchez Elem	Milby	2700 Berkley	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
58. Eliza	Southmayd Milby	1800 Coral St	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
59. Barbara Jordan	Sam	5800 Eastex Freeway	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
60. Berry Elem	Houston	2310 Berry Rd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
61. Burbank Elem	Sam	216 Tidwell Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
62. Burbank JR	Houston	315 Berry Rd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
63. Chisham	Sam	8110 Bearwood Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
64. Coop Elem	Sam	10130 Aldine Westfield	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
65. Dechaumes	Sam	155 Cooper Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
66. Durfee Elem	Sam	7301 Nording Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
67. Easter Elem	Sam	4435 Weaver Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD

R.3f

School/Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization SLD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
68. Forville JR	Sam	725 East Little York	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
69. Garcia Elem	Sam	9550 Aldine Westfield	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
70. Henry Middle	Sam	10702 E Hardy	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
71. Herra Elem	Sam	525 Beantington Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
72. Gardens Elem	Sam	6820 Homestead Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
73. Janowski Elem	Sam	7500 Bauman Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
74. Kennesco High	Sam	6900 Wherryale Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
75. Key, F.S.	Sam	4000 Kelly Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
76. Lyons Elem	Sam	800 Roxell Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
77. Northline ES	Sam	821 Witcher Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
78. Roosevelt Elem	Sam	6700 Fulton Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
79. Scarborough Elm	Sam	3021 Little York Houston	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
80. Allen Elem	Waltrip	400 Victoria Waltrip	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
81. Brookwood Elem	Waltrip	4026 Bolin Waltrip	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
82. Black, F.M. JR	Waltrip	1575 Chantilly Golden Forest	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
83. Clinton JR	Waltrip	6001 Golden Forest	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
84. Elm	Waltrip	901 Sue Bennett Highlands	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
85. Heights Elem	Waltrip	8652 Paul Quinn Street	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
86. Hohl Elem	Waltrip	5320 Yale Waltrip	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
87. District Office	Waltrip	812 W. 28th Street	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
88. Key On-Going Education HS	Waltrip	4425 North Shepherd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
89. Oak Forest Elem	Waltrip	1401 W. 43rd	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD

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School Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization SLD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
Scarbrough HS	Waltrip	4141 Coast Rica	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
90. Sinciar Elem	Waltrip	6410 Grovewood	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
91. Stevens Elem	Waltrip	1910 La Monte	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
92. Wainwright Elem	Waltrip	5331 Milwaukee	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
93. Washington, B.T. HS	Waltrip	119 E. 39th	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
94. Gross ES	Westbury	12583 South Gessner	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
95. Aberton Elem	Wheatley	2011 Solo	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
96. Clinton Park Elem	Wheatley	158 Mississippi	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
97. Concord Elem	Wheatley	5426 Cavalcade	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
98. Crawford Elem	Wheatley	1510 Jensen	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
99. Elliot Elem	Wheatley	6411 Laredo	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
100. Flemming Middle	Wheatley	4910 Collingsworth	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
101. Furr HS	Wheatley	520 Mercury	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
102. Harris, R.P. Elem	Wheatley	1600 Cimarron	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
103. Henderson, N.Q. Elem	Wheatley	1262 Mac	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
104. Hollard JR	Wheatley	701 Solo	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
105. Isaacs Elem	Wheatley	3830 Pickfair	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
106. Kashmere Elem	Wheatley	4901 Lockwood	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
107. Gardere Elem	Wheatley	5800 Sunburst	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
108. Koller Elem	Wheatley	7211 Market	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
109. Martinez, R. Elem	Wheatley	5815 Hirsch	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
110. McDate Elem	Wheatley	5910 Market	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$1,725.42	TBD
111. McReynolds JR	Wheatley										

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School Site Name	Hub Site Name	Site Address	Total Construction Cost	Year One Construction Cost Amortization SLD	Year One Construction Cost Amortization HISD	Year Two Construction Cost Amortization SLD	Year Two Construction Cost Amortization HISD	Year Three Construction Cost Amortization SLD	Year Three Construction Cost Amortization HISD	Service Fee	Estimated Completion Date
113. Oates Elem.	Wheatley	10044 Wallsville	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
114. Pleasantville Elem.	Wheatley	1431 Gelbourn	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
115. Port Houston Elem.	Wheatley	1810 McCarty	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
116. Pugh Elem	Wheatley	1147 Kress	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
117. Ross Elem	Wheatley	2819 Bay	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
118. Scott Elem	Wheatley	3300 Russell	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
119. Seagovis Elelmentary	Wheatley	400 Bayles	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
120. Education Center	Wheatley	1701 Bringhurst	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
121. Whittier Elem	Wheatley	10511 LaCrosse	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
122. Almeda Elelmentary	Worthing	1249 Bridgeport	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
123. Attacks JR	Worthing	4330 Bellfort	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
124. Vanguard HS	Worthing	10401 Scott	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
125. Dowling JR	Worthing	14000 Standifff	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
126. Fairchild Elelmen	Worthing	8701 Delilah	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
127. Frost Elelmentary	Worthing	5650 Selinsky	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
128. Grimes Elelmentary	Worthing	9220 Juhland	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
129. Grissom Elelmentary	Worthing	4900 Simsbrook	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
130. Hobby Elelmentary	Worthing	4021 Woodmont Dr	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
131. Madding Elelmentary	Worthing	8511 Cresentant	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
132. Madison HS	Worthing	13719 White Heather	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
133. Mitchell Elelmentary	Worthing	16300 Guifordate	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
134. Montgomery Elelmentary	Worthing	4000 Simsbrook	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD
135. Peterson Elelmentary	Worthing	14404 Waterloo	\$53,768.75	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$14,876.02	\$3,046.90	\$3,046.90	TBD

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**Addendum #1 to the
Fiber Optic Network Lease Agreement**

Service Order 6

WHEREAS, The District has previously awarded to Phonoscope the Request for Proposal, Project Number 00-11-6 for a District Wide Area Network Fiber Optic Network and the parties entered into a certain Fiber Optic Network Lease Agreement ("Agreement") and Statement of Work ("Statement of Work") on or about February 4, 2002;

As part of the Agreement the parties agree to incorporate the following:

A. Service Type

The District requests thirty-two (32) 1 Gbe Ethernet connections each with a dedicated, high capacity, full duplex channel with a line speed of 1Gbe data using 802.3x signaling and 802.3p/q VLAN and QoS configuration. Phonoscope shall provision, manage, and maintain over Phonoscope's dedicated Gigabit Ethernet Private Network which is defined as Phonoscope's unswitched, private facilities-based metropolitan area fiber optic IP network located in the greater Houston area over which Phonoscope shall provide the District with leased Wide Area Network Services ("Services") linking the thirty-two (32) sites, described in this Service Order, in a star topology terminated at a designated hub site, as described in Service Order 6, Table A..3

B. Term of Services

The term of this Service Order 6 shall be concurrent with the Agreement with a Commencement Date of February 4, 2002 for a term of fifteen (15) years.

C. Recurring Annual Cost

In consideration for the Services provided, The District shall pay a Service fee of Fifty-Five Thousand Two Hundred Thirteen Dollars and Forty-Four Cents (\$55,213.44) on an annual basis as described in Service Order 6, Table A.3.

D. Invoicing

On the sites described in this Service Order #6 as expected to be funded, Phonoscope will invoice the District at its then current USAC approved discount rate Phonoscope will invoice the SLD the remaining percent of the contracted amount. Invoices for the Service Fees will be submitted on a work completion basis as described in Service Order 6, Table A.3.